

Exhibit B

**Excerpts of
Master Lease**

**Exhibit A to
ECF No. 3927
at 8–88**

6.3 Sale by Tenant to Landlord

(A) In the event that at any time and from time to time after the expiration of the Sears Operating Period, and until the Term expires Tenant decides to cease, and ceases to operate, a store in the Tenant Building and further determines to sell, exchange or otherwise transfer its interest in the Leased Premises, Tenant shall, by giving Landlord notice, first offer to Landlord the right to purchase the same (1) at the price offered to Tenant pursuant to a bona fide offer in a good faith, arms length transaction with a prospective purchaser-assignee unrelated to Tenant and on the same terms and conditions offered to Tenant or (2) if no such offer has been made to Tenant, at a price equal to the fair market value of Tenant's leasehold estate including the value of its improvements. The fair market value thereof shall be determined by averaging the amounts determined to be said fair market value by two (2) independent MAI appraisers, one of which shall be selected by Landlord and the other by Tenant. Each such appraiser shall have at least ten (10) years' experience in shopping center valuations, and shall be unrelated to any party hereto. In the event there is a difference of more than ten percent (10%) between the valuations of said appraisers, they shall select a third mutually satisfactory independent MAI appraiser (with at least ten (10) years' experience in shopping center valuations and unrelated to any party hereto) who shall submit the amount determined by him or her to be the aforesaid fair market value and the average of each of the three (3) amounts shall constitute the fair market value hereunder. In no event shall the period from selection of the first appraiser through the conclusion of a determination of fair market value exceed ninety (90) days. Each party shall select its appraiser within ten (10) days after Tenant gives Landlord the aforesaid notice of offer and give the other party notice of the identity of the appraiser. Each of the parties shall simultaneously after submission to it of its appraiser's report, exchange reports within thirty (30) days after the reports of each party's appraiser have been submitted to the selecting party. Each party shall

immediately give the other party notice of its receipt of its own appraiser's report. In the event a third appraiser must be selected, he or she shall be selected within twenty (20) days after the date of the aforesaid exchange of reports and the third appraiser shall submit his or her report to each of the parties within thirty (30) days after selection.

(B) The following procedures shall govern the parties with respect to said potential purchase by Landlord:

(1) within forty-five (45) days after Tenant gives Landlord notice of the offer in the case of an offer described in Paragraph 6.3(A)(1), or within forty-five (45) days after Landlord's receipt of the final appraisal in the case of an offer described in Paragraph 6.3(A)(2), Landlord shall either reject same or accept same by giving Tenant notice of its election;

(2) within thirty (30) days after Landlord gives Tenant such notice of acceptance, the parties shall enter into a legally binding agreement of purchase of Tenant's aforesaid interest, including a specification of the date of settlement thereon. If Landlord fails to give Tenant a required notice of acceptance or rejection within the time specified herein therefor, Landlord shall be presumed to have rejected Tenant's offer. Any time period specified herein may be waived or extended by written agreement between Landlord and Tenant. In the event of any rejection or presumed rejection, Tenant shall be entitled to sell, exchange or otherwise transfer its aforesaid interest, free of the provisions of this Paragraph 6.3 (except that the provisions hereof shall remain applicable to any further offers of purchase or assignment made to Tenant).

(C) None of the foregoing provisions of this Paragraph 6.3 shall be applicable to:

(1) a transfer to an Affiliate of Tenant;

(2) a transfer pursuant to reorganization, consolidation, merger or liquidation or the transfer of all or substantially all of the assets of Tenant; and